

## THE HERTZ CORPORATION

HERTZ  
RENT A CAR

Approved For Release 2001/07/27 : CIA-RDP81B00879R001100050071-1

2238154

SAN FRANCISCO, CALIFORNIA

PRINT NAME: WALTER WAHL

25X1A

1240

|                                |          |
|--------------------------------|----------|
| RESERVATION<br>(CIRCLE)<br>YES | TIME OUT |
| NO                             |          |

## COLLISION DAMAGE WAIVER

By his initial, Renter agrees to pay an additional fee of \$1 per day or fraction thereof for each day of rental of all liability features of the vehicle referred to in this rental agreement, but if driven in conformity with the terms and conditions of this rental agreement, he shall be fully liable for all such damage if said vehicle is used, or driven in violation of any law or of this rental agreement.

|                          |                         |                                  |                 |                   |              |                          |
|--------------------------|-------------------------|----------------------------------|-----------------|-------------------|--------------|--------------------------|
| DRIVERS LICENSE NO. 3018 | DRIVE BY                | EXPIRED                          | CAR LICENSE NO. | STATE             | VEHICLE NO.  | DEPOSIT                  |
| CHARGE CARD              | NAME                    | HERTZ AMERICAN Diners Club OTHER | CAR MAKE        | MAILEAGE IN       | MAILEAGE OUT | DATE RETURNED            |
| NUMBER                   |                         |                                  | BODY STYLE      | MAILEAGE ODOMETER |              | A. MAKE OUT BY THIS DATE |
| CAR RENTAL AGREEMENT     | CAR TO BE CHECKED IN AT |                                  | MILES DRIVEN    |                   |              |                          |

The Hertz Corporation, hereinafter called "Hertz" hereby leases to the undersigned Renter, for the term and upon the covenants and conditions herein set out, the motor vehicle described above, hereinafter called "Vehicle".

(1) Renter acknowledges and agrees: That vehicle is the property of Hertz; that vehicle is in good mechanical condition; that vehicle together with all tires, tools, accessories and accoutrements will be returned in the same condition as when received to the place above specified, ordinary wear and tear excepted, on the expiration date specified or sooner if demanded by Hertz.

(2) Renter agrees not to permit the use or to use, operate or drive vehicle in violation of any Federal, State or Municipal law, ordinance, rule or regulation governing the use, operation, or driving thereof. Notwithstanding the above, Renter agrees to return the vehicle to Hertz in the same condition as when received, ordinary wear and tear excepted, on the expiration date specified or sooner if demanded by Hertz.

(3) Renter binds over the undersigned to indemnify and hold harmless the insurance company which insures the vehicle to comply with all the terms and conditions of insurance policy or policies now or hereafter held by Hertz and make a port honest, and to comply with the terms and conditions agreed to by Hertz, written above or below his signature. A copy of said insurance policy is available for inspection at the general offices of Hertz upon request by Renter or his duly authorized agent.

(4) Renter further expressly agrees to indemnify the Insurance Company for any and all loss, damage, cost and expense paid or incurred by the Insurance Company because of injuries or damages sustained by occupants of vehicle or because of injuries or damages resulting from the use, operation or driving of vehicle in violation of any of the terms and conditions appearing herein.

(5) Renter expressly agrees to pay Hertz a daily charge for the use of vehicle, and to pay all other charges applicable to this rental at the rate or in the amounts mentioned herein and in addition, a sum equal to the cost of all damages to said vehicle during this rental period, provided, however, that Renter's liability for said damages shall be limited to \$100.00 unless vehicle was used, operated or driven in violation of any of the provisions of this agreement.

(6) If the person signing this agreement has directed the billing for charges hereunder to be transmitted to another person, firm, or organization which, upon so being billed, has failed to make payment, then the person so signing shall, upon demand, promptly pay said charges and all other monies which may be due by reason of this agreement.

(7) It is expressly agreed that Renter is not the agent, servant or employee of Hertz in any manner whatsoever.

(8) It is expressly agreed that Hertz shall not be liable for loss of or damage to any property left or stored by Renter or any other person in or upon vehicle or left or stored in or upon vehicle on the return thereof to Hertz, and Renter expressly waives any and all claims for such loss or damage against Hertz and agrees to hold Hertz harmless from and indemnify Hertz against any such claim.

I HAVE READ THESE TERMS AND AGREE THEMINTO

**X** *Walter Wahl*

HERTZ AUTOMOBILE INSURANCE CO.

Renter participates in the benefits of an automobile public liability and property damage insurance policy subject to the terms, conditions, limitations and restrictions thereof and is bound by such terms, conditions, limitations and restrictions even though all of them are not outlined in this rental agreement. Said policy does not cover the renter or driver for injuries sustained by passengers or guests or any person while riding in or alighting from or getting into or on vehicle or liability imposed or assumed under the accident under any Workmen's Compensation Act, plan or law or any contract of insurance. Renter further agrees that every accident must be immediately reported in writing to the Station to which vehicle is rented and in any event within 24 hours after the accident and renter or driver must immediately report in writing to the Station from which the vehicle is rented or to the insurance carrier as soon as practicable, giving prompt pleading or paper of any kind relating to any and all claims, suits and proceedings received by renter or driver. The renter and driver shall not in any manner aid or abet any claimant but shall cooperate fully with the insurance Company in all matters connected with the investigation and defense of any claim or suit.

The vehicle shall not be used, operated or driven: (a) In violation of any of the terms of the rental agreement. (b) By any person in violation of law as to age or by a driver or renter who has given a fictitious name or false age or address. (c) For any purpose, in any race, speed test or contest, to propel or tow any vehicle or trailer or by any person other than the owner or lessee of the vehicle or passenger. (d) By any person other than the renter or driver of the vehicle under the rental agreement or, provided, renter's permission be obtained, by a member of the renter's immediate family, the renter's employer, or a person driving the vehicle pursuant to a valid permit issued to the renter or driver, or in the course of said driver's regular and usual employment for the renter, provided, however, that any such driver must be a qualified licensed driver.

FORM 405 (7-69) PRINTED IN U.S.A.

"CUSTOMER LIABLE FOR ALL PARKING VIOLATIONS"

|  |             |
|--|-------------|
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| NO   |             |
| COLLISION DAMAGE WAIVER  |             |
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| HOURS  |             |
| DAYS   |             |
| WEEKS  |             |
| TOTAL RENTAL CHARGE  |             |
| MINIMUM CHARGE   |             |
| SERVICE CHARGE   |             |
| COLLISION DAMAGE WAIVER  |             |
| TAX  |             |
| DAMAGE   |             |
| TOTAL CHARGES  |             |
| LESS GAS-REPAIRS   |             |
| NET DUE \$   |             |
| NET DUE \$   |             |
| CASH   | CHARGE CARD |

CUSTOMER'S COPY